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Attorney for Defendants
Doe Klim and Doe Skywalker

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

ART OF LIVING FOUNDATION, a
California corporation,

Plaintiff,

v.

DOES 1-10, inclusive,

Defendants.

Case No.: CV 10-5022-LB

**SECOND DECLARATION OF
DOE/SKYWALKER**

Date: December 8, 2011

Time: 1:30 pm

Judge: Hon. Lucy H. Koh

Courtroom: 4

1 I, _____[name redacted], declare as follows:

2 1. I am not a citizen of the United States and I do not reside in the United States. I do not
3 have a contractual relationship with the AOL Foundation of the United States (Plaintiff).

4 2. Under the pseudonym Skywalker, I am the creator of the “Beyond the Art of Living” blog
5 on the Wordpress platform hosted by Automattic, Inc. This is not a commercial website. It does not
6 carry advertisements or generate revenue for me or anyone else.

7 3. The Wordpress platform enables persons other than the creator to comment on the BAOL
8 blog, and enables me to edit or post articles directly. I am not the author of any of the allegedly
9 defamatory statements specifically put at issue in the Complaint. (I am using the term “author” here
10 to mean: “writing the words in the text” of an article or comment). In some cases, an article appears
11 that says “by Skywalker,” followed by “by [another person, i.e. “Former AOL Patient.”] *See, e.g.,*
12 RJN Exh. E2 (The AOL Trance is Broken). In such cases, the “by [another person]” signifies the
13 third-party who authored the article in its entirety and who sent the article to me by email for me to
14 post. In such a case, Wordpress automatically appends my name to the article, even though I did not
15 author it. Other persons have or had editing and posting rights, granted by me, in which case
16 Wordpress automatically generates “by [different person].” There are also occasions in which I took a
17 comment that I considered noteworthy, and converted it into a posted article.

18 4. I am the person – the only person – that posted the text of the documents that are the
19 subject of the Trade Secret and Copyright claims here.

20 5. On June 1, 2010 I posted the post entitled “Sudarshan Kriya Download and Notes.” A true
21 and correct copy of the “Sudarshan Kriya Notes” was filed under seal as Exhibit B to my First
22 Declaration. The text of the Sudarshan Kriya Notes was inserted into the posting, but was
23 subsequently redacted after I received the takedown notice described below. The reference to
24 hyperlinks in the post “Sudarshan Kriya Download and Notes” was a hyperlink to a website that, at
25 the time, contained a download of the Sudarshan Kriya tape, that is to say the voice of Ravi Shankar
26 chanting the “So Ham” mantra. I had no involvement in the posting of the tape on that website and do
27 not know who did that.

28 6. On July 20, 2010, I posted the text of the document “Training Guide Phase 1,” a copy of

1 which was filed under seal as Exhibit C to my first declaration, and the text of document entitled
 2 “Yes+ Teacher Notes,” a copy of which was filed under seal as Exhibit D to my first declaration. The
 3 document entitled “Yes+ Notes is not in fact a manual prepared by AOL but notes a person named
 4 “Diego” took of another teacher giving advice on how to best teach the Yes+ course. On July 21,
 5 2010, I posted the text of the Breath Water Sound Manual, a true and correct copy of which was
 6 attached to my first declaration as Exhibit E and filed under seal. Another copy of the BWSM was
 7 later filed in open court by AOL as attachment E to the Dhall Declaration.

8 7. Exhibit A of the ATSD is entitled “Part I Course Manual,” and is referred to in the ATSD
 9 as the Training Guide Phase One Manual. This manual exists in two different versions, an Indian one
 10 and a European one, and has been updated or revised a number of times. The version attached to the
 11 ATSD is an Indian one. It states that it was revised in August 2006, that it was published in
 12 Bangalore, India, and that it is “by Sri Sri Ravi Shankar” and that it is “the Art of Living Part I
 13 Course, as taught by Sri Sri Ravi Shankar.” ATSD, Exh A. I never posted any version of this this
 14 document on my Blog.

15 8. Exhibit B to the ATSD is entitled “the Art of Living Course TTC One Manual” and is what
 16 the ATSD refers to as “The Phase One Supplement Manual” and (apparently) what the FAC refers to
 17 as “the Continuation Manual.” FAC, ¶ 90. This 54 page document bears some resemblance to the 35-
 18 page “Teacher Training Guide Phase I,” the text of which I posted on my Blog (and filed as Exhibit C
 19 to my first Declaration) The version of this document, the text of which I posted, states that it is
 20 published by the “North American Ashram, August 2006.” The North American Ashram is based in
 21 Montreal, Canada.

22 9. Exhibit D to the ATSD is a document entitled “Sudarshan Kriya Notes (Revised June,
 23 2000),” which closely resembles, but is not identical, to the document entitled “Sudarshan Kriya
 24 Notes,” the text of which I posted, as stated above. Although neither version of the Sudarshan Kriya
 25 Notes bears any indication of its origin on its face, Skywalker received a cease and desist letter from
 26 an Indian AOL-affiliated entity, Vyakti Vikas Kendra, which asserted that “the Copyright in these
 27 Notes belongs exclusively to us.” (See Exhibit F to my first Declaration).

28 10. On August 25, 2010, th I received a warning from Wordpress that it had “a concern

1 about some of the content on your blog.” Wordpress informed me that it had “received a valid
 2 DMCA Notice,” and that if I believed the copyright claim to be in error I could follow certain DMCA
 3 procedures to do so. A true and correct copy of the “DMCA Notice” to which Wordpress referred
 4 was attached to my first declaration as Exhibit F. I did not have the resources at that time to consult
 5 counsel or challenge to the assertion of copyright, so I deleted the Training Guide Phase 1, Yes+
 6 Teacher Notes, Sudarshan Kriya notes and the Breath Water Sound Manual from the BAOL Blog on
 7 August 27, 2010.

8 11. Except for the posting of the documents described above, I have not posted the or
 9 otherwise publicly disclosed the documents in the ATSD, although, as explained below, these
 10 documents are in wide circulation among current and former AOL adherents, many of which have
 11 never even arguably signed confidentiality agreements as to them. Moreover, as explained below the
 12 contents (as opposed to the copies) of these documents are freely conveyed to AOL students who have
 13 no obligation of confidentiality.

14 12. I am very concerned that the disclosure of my identity would expose me and my family
 15 to harassment and retaliation by loyal adherents of Ravi Shankar. I am concerned that disclosure of
 16 my identity would set a precedent that would make others fearful that if they honestly voiced their
 17 opinions concerning Shankar and/or AOL, they too would face such harassment and retaliation. AOL
 18 adherents have widely circulated statements by an AOL Swami (i.e. a person high up in the AOL
 19 hierarchy) denouncing dissidents, which identified dissidents, including, in one example the person’s
 20 name and country, as well as the names and contact information for (purported) ex-boyfriends and
 21 associates that could testify that the dissident in question was mentally unstable, true and correct
 22 copies of which were attached as Exhibit G1 to the Request for Judicial Notice. I am also very
 23 concerned that if my identity were revealed my former connection to an organization I now regard as
 24 a religious cult will be unnecessarily publicized.

25 13. Moreover, I am concerned that the disclosure of my identity and/or the identity of
 26 persons who have posted on my blogs will lead to the pursuit of legal actions against myself and these
 27 other persons in countries, such as my own, that do not have the same legal protections as the United
 28 States Constitution. Such litigation might subject myself or these posters to civil liability, or worse,

1 for the very statements that this Court has held to be constitutionally protected, as well as potentially
 2 for other statements that Plaintiffs never chose to place at issue in the United States litigation.

3 14. I was once a teacher with a foreign AOL chapter, never with Plaintiff AOLFUS.
 4 There is no central authority standing over the AOL national chapters imposing uniform rules
 5 regarding confidentiality. Confidentiality is enforced haphazardly, if at all. I know that in one
 6 country, teachers are asked to sign an agreement not to teach similar courses outside AOL, using the
 7 following terms:

8 Directly or indirectly I will not teach the contents of the Art of Living
 9 Foundation Basic Course in any other programme except AOLF
 10 programmes. All teachers shall strictly follow the contents of the
 11 Teacher's manual given by HH SSRS. No modifications and mixture
 12 with other techniques should be made under any circumstances. These
 contents shall only be used for AOL sponsored courses. I will not use
 or misuse the content of the AOL basic course – directly or indirectly –
 and teach any other similar programmes without the return permission
 of the foundation.

13 However, I know that even in that country, many persons who take the teacher training course – at
 14 which they are given the Manuals and listen to and take verbatim notes on the Sudarshan Kriya notes
 15 – do not graduate, and thus never sign the teacher agreement at all. Moreover, my understanding from
 16 older teachers is that these contracts are a relatively recent phenomenon and that older teachers never
 17 had to sign them at all.

18 15. In August 2010, after I had already posted allegedly trade secret material on my Blog,
 19 teachers attending a Teacher Refresher Course were required to sign a contract with the International
 20 Art of Living Foundation (a Swiss entity), a copy of which is attached as **Exhibit A**, which stated that:

21 IAOLF will provide the Teacher with printed and recorded material
 22 such as the Teacher's Manual and the Sudarshan Kriya tape in order to
 teach the courses. This material remains the property of IAOLF.

23 I myself never signed that document and there are many teachers or former teachers and “failed”
 24 teacher-trainees who have not, as well.

25 16. The terms “teaching processes” or “teaching principles” as used in the Complaint and
 26 First Amended Complaint does not correspond or correlate to anything in the real world. Neither of
 27 these terms were used, nor was there any concept that we were learning secret teaching techniques or
 28 secret teaching principles that we were not to convey to the students. Even now, as I review the

1 material purportedly designated as trade secret by counsel, I cannot discern how one can contend that
2 this information could be used without conveying it to the students.

3 17. The “Panchakosha meditation” designated as as a trade secret is a “guided meditation”
4 is frequently conducted publicly by Ravi Shankar. CDs of Ravi Shankar conducting this meditation
5 (word-for-word identical) are available for sale from the AOL website and can be downloaded directly
6 from the internet from AOL Europe.

7 18. The “Ujayyi” breathing technique described as a trade secret is a well-known
8 technique. There are literally hundreds of descriptions of this technique available on the internet, a
9 few of which are attached as Exhibit B to the 3rd Request for Judicial Notice. In any event, I did not
10 disclose anything about the Ujayyi technique in the documents I posted (briefly) on my Blog.

11 19. Similarly, the description of how Ravi Shankar “discovered” Sudarshan Kriya is
12 available on the AOL website, see *Exhibit C* to the 3rd Request for Judicial Notice. As I understand
13 the developments in this case, Plaintiff is not claiming that Sudarshan Kriya per se is a trade secret.

14 20. Generally speaking, I understood the Sudarshan Kriya notes to be giving teachers a set
15 of scripts or talking points that they were supposed to use in teaching students. Indeed I find it
16 difficult to understand how anyone could give the notes any other interpretation. That is how I
17 understood the notes and that is how every teacher in my experience understood the notes. To take
18 one example, points I.D., I.E., and I.F. I understood essentially to be marketing talking points to
19 enable teachers to sell the virtues of AOL over other reputedly helpful techniques. I frequently made
20 these “points” to my students, trying as best I could, memory permitting, to give them exactly as they
21 had been given to me, because that is what I understood my instructions to be. I consulted my copy of
22 these notes precisely so that I could memorize these various talking points and other instructions so
23 that I could follow them exactly.

24 21. Similarly, for example, I understood the notes on “Individual Kriya” to be explanations
25 that we were expressly supposed to give to students in order that they might practice a shortened
26 version of Sudarshan Kriya at home, in between the necessary group sessions. I cannot see how the
27 instructions in the Sudarshan Kriya notes can be understood as anything other than an instruction as to
28 what we were to teach our students. And that is exactly how I and every teacher I know has always

1 interpreted them.

2 22. It is certainly the case that many AOL adherents believed as an article of faith that the
3 information they had received, or were about to receive, was “sacred” knowledge that they were
4 privileged to learn by virtue of their faithfulness to Ravi Shankar – “secret” in this sense. But I
5 believe that this was an illusion, in the sense that the secret/sacred knowledge one was constantly
6 promised one would be given was simply a restatement and regurgitation of what was already being
7 openly taught in the AOL courses to students and was already generally known within the world of
8 Hindu-mystical-gurudom. Only by self-delusion could one maintain the belief that one had learned
9 anything “secret.”

10 23. This belief was connected to the central tenet of the religious belief system
11 promulgated by Shankar’s devotees that the ancient Yogic techniques taught by AOL will only work
12 properly if transmitted under the aegis or blessing of Ravi Shankar. This belief system rests on the
13 notion that Shankar is a special being who has achieved an enlightened state. I have reviewed the
14 description of the “puja” ritual in the Malnak decision, i.e. the invocation expressing reverence for “
15 ‘the Lord,’ other named entities or individuals, “the tradition of our Master,” and Guru Dev, who is
16 portrayed as a personification of a divine being or essence.” Malnak, 440 F. Supp. 1284, 1305-07.
17 This puja ritual is verbatim identical to the puja conducted in AOL, which is repeatedly referenced in
18 the Sudarshan Kriya notes. The only difference is that subtle alterations in some instances may have
19 been made to suggest that references to “Guru Dev” are to Ravi Shankar, rather than to Maharishi
20 Mahesh Yogi’s predecessor in the “lineage,” Swami Brahmananda Saraswati. It is quite common as
21 well for AOL adherents to practice “puja” before a picture of the “lineage” that includes Ravi Shankar
22 as the latest in the line of divine masters.

23 24. The Breath Water Sound program is designed to bring some aspects of the Art of
24 Living Course to those who do not have the financial means to pay for them, and are thus generally
25 given free, primarily in Third World countries, but also in disaster-relief projects in the West. The
26 only information I have with regard to viewers of the Breath Water Sound Manual on the BAOL
27 website is data generated by Wordpress, the webpage that contained the Breath Water Sound Manual
28 was viewed 147 times in July 2010, and 351 times in August 2010, when the Breath Water Sound

1 Manual was posted. It is my understanding that the information to be produced by Automattic, Inc. in
2 connection with the subpoena of August 24, 2011 seeking “analytics” is identical to information that
3 Automattic makes available to me.

4
5 I declare under penalty of perjury under the laws of the State of California and the United States of
6 America that the foregoing is true and correct.

7 Executed on September 12, 2011 at _____[place redacted].

8
9 *I attest that I have on file a copy of the original signed version of this Declaration. I have redacted*
10 *identifying information herein to avoid prejudice to the right of the Declarant to anonymity.*

11 Dated: September 12, 2011

_____/s/_____
Joshua Koltun
Attorney for Defendants
Doe/Klim and Doe/Skywalker

EXHIBIT A

Agreement for The Art of Living Teachers

between

International Art of Living Foundation

c/o Fischer & Partner
Schulhausstrasse 9
CH-6052 Hergiswil
Switzerland
(Hereinafter called 'IAOLF')

and

each individual volunteer teacher who completed the teachers' refreshing training
on 5th of August in Bad Antogast, Germany
and whose name, address, country, date of birth and signature
appears at the end of this Agreement.

(Hereinafter individually called '**Teacher**' and collectively '**Teachers**')

The joint vision of the parties is a stress-free, violence-free world where individuals have the opportunity to maximize their potential for personal and spiritual growth and contribute towards creating a One-World-Family. The Teacher's commitment as a volunteer helps to fulfil that vision and supports the aim to support needy people by charitable, humanitarian and educational projects. Inherent to this vision is the creation of a sense of belonging amongst people of all religions, cultures and backgrounds, recognising that these teachings are universal.

Terms and Conditions

In signing this Agreement, the Teacher understands and agrees to the following:

1. To fulfil the joint vision of a stress-free, violence-free world, the Teacher has undertaken the Teacher Training Course (hereinafter called 'TTC').
2. In his/her capacity as a Teacher for IAOLF under this Agreement the Teacher is authorised to teach the courses designed by Sri Sri Ravi Shankar, as shown on the Schedule to this agreement, alongside the name of each respective teacher.

3. The Teacher commits himself/herself to:
 - Regular practice of the techniques taught in the Art of Living Part 1 course
 - Regular teaching of such courses that he or she is personally authorised to teach by IAOLF.
 - To comply with the administrative rules and regulations of the IAOLF and the national Art of Living organisation in the country where he/she is active.
4. Teaching special target groups (e.g. prisons, health services, educational establishments, business communities, substance abusers) is not covered during the TTC. Before addressing or teaching such groups the Teacher must receive the approval and instructions of the recognised teacher trainer for that group.
5. The Teacher understands that as a volunteer he/she is not employed by IAOLF or any national Art of Living organisation and is aware that it is the Teacher's own responsibility to obtain and maintain any necessary insurances and/or necessary permits etc.
6. The Teacher will not request IAOLF or any national Art of Living organisation for any payment for his/her voluntary work and (apart from the right to get refunds for his/her expenses) the Teacher is not entitled to any benefit whatsoever.
7. The Teacher will contact and liaise with the Board of the national Art of Living organisation before any activity on its territory. He/she will get familiar with the local administrative rules and regulations and - if desired by the national Art of Living organisation - sign an agreement with the organisation governing his/her activities on the organisation's territory. Whenever the teacher travels to teach abroad, it is the responsibility of that Teacher to first contact the international coordinator appointed by IAOLF.
8. It is the Teacher's responsibility to collect the course fee from each participant. The national Art of Living organisation will provide the Teacher with a fee structure and all instructions on how to deal with the collected fee according to their national rules and regulations as well as the national law. The Teacher will provide the national Art of Living organisation with regular reports on the collected fees, expenses and also adequate documentation (receipts, bank statements, list of participants etc.).
9. The Teacher is aware that his/her conduct may have an impact on the reputation of IAOLF and the national Art of Living organisation. The Teacher will therefore undertake to comply with local law and not act in a way that may discredit the national Art of Living organisation's reputation in particular and the worldwide Art of Living Organisation's and its members' and representatives' reputation in general.
10. Whenever the Teacher represents IAOLF in public (events, media, courses, meetings, etc.), he/she will be aware of the importance of maintaining the purity of the knowledge and teachings designed by Sri Sri Ravi Shankar. The Teacher will follow the description in the Teacher's Manual in accordance with the

instructions received from the official trainers, during and after the TTC. Under no circumstances shall other techniques, processes or knowledge be added. IAOLF will not accept any responsibility or liability whatsoever for any loss or damage that arises from any conduct of the Teacher in breach of the obligations within this agreement.

In particular the Teacher agrees:

- i. Not to identify the AOL teachings with one specific religion, nor will he/she use the AOL teachings to support or promote a particular political/economic system
- ii. Not to convey the AOL teachings in his/her own name but on behalf of the organisation.

11. IAOLF will provide the Teacher with printed and recorded material such as the Teacher's Manual and the Sudarshan Kriya tape in order to teach the courses. This material remains the property of IAOLF. The intellectual property rights to this material as well as the knowledge and techniques taught in the TTC do not pass to the Teacher.

The Teacher agrees:

- iii. To keep confidential all teaching and operational instructions, materials and manuals specific to the training and teaching of courses designed by Sri Sri Ravi Shankar and will not disclose these to anyone not authorised to receive them, both during and after the termination of this contract.
 - iv. That he or she alone, personally, is the authorised user of the Course materials and will not pass them to any other person or group for their use.
 - v. Not to make copies of any teaching materials without written permission from any officer of IAOLF
 - vi. To return all such teaching materials to IAOLF or their nominated representative on the termination of this agreement.
12. The Teacher acknowledges that IAOLF reserves the right to revoke at any time and for any reason any rights granted under this agreement. In such a case the Teacher may not claim any compensation.
13. This Agreement may be terminated at any time by either party giving notice in writing to the other.
14. The Teacher agrees that on termination he/she will immediately cease all teaching activities in the name and on behalf of IAOLF or any national Art of Living organisation.
15. This Agreement has been prepared in English, which shall prevail over any translation thereof.

16. If any court or administrative body of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will not be affected.
17. This Agreement shall be construed and governed in accordance with laws of Switzerland, excluding its conflict of law provisions.
18. In the event of any dispute arising out of or in connection with this Agreement that cannot be settled amicably the competent courts of Basel, Switzerland shall have exclusive jurisdiction, except that if appropriate IAOLF is authorised to seek interim injunctive relief in any local court of competent jurisdiction.

For the sake of clarity it is noted, and the Teachers are aware, that by signing this Agreement each Teacher enters into an individual contract with IAOLF and does not form a simple partnership according to Article 530 et seqq. of the Swiss Code of Obligations with the other Teachers.

IAOLF thanks all the Teachers for their valuable efforts.

Bad Antogast, 5th of August 2010

International Art of Living Foundation

Regina Boensel
director of TTC department in Europe

Bad Antogast, 5th of August 2010

I the undersigned Teacher agree to the above Terms of this Agreement

No.	Name	Date of Birth	Country	Signature
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